



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

135107  
4/12/99 E. 5  
EMERGENCY SUPERFUND  
SECTION

REPLY TO THE ATTENTION OF:

April 12, 1999

Christopher Nowotarski, Esq.  
Stone, Pogrud & Korey  
221 North LaSalle Street  
32nd Floor  
Chicago, Illinois 60601

Re: Moschiano Plating Company, Inc., Site in Chicago, Illinois

Dear Mr. Nowotarski:

Enclosed you will find one original copy of the CERCLA section 122(h)(1) Agreement for Recovery of Past Reponse Costs in connection with the Moschiano Plating Company, Inc., Site. The enclosed original, which previously was signed by your client, Josephine Moschiano, Individually and as Executor of the Estate of Frank B. Moschiano, was signed by the Superfund Division Director of Region 5, U.S. EPA, on April 9, 1999. Also on April 9th, the Superfund Division Director signed the Federal Register Notice Responsiveness Summary contained in Appendix B, making April 9th the effective date of the Agreement, pursuant to paragraph 41.

To comply with paragraphs 11 and 12 of the Agreement, your client must make the \$39,750 payment to the EPA Superfund within 30 days of the Agreement's effective date, or by May 10, 1999. In addition, U.S. EPA does expect your client to exercise its best efforts to sell the Site property, as required by paragraph 11. I expect to contact you sometime later this year to discover what efforts have been made.

Finally, I still have the box of documents relating to the company which you provided to U.S. EPA for review last year, in lieu of the review described in paragraphs 32 and 33 that is to occur after a three-year document retention period. Although in a July 28, 1998, letter you stated that Ms. Moschiano intended to destroy these documents unless U.S. EPA asked to see them, I want to confirm that your client does not want any of these documents returned to her. If she does not want the documents returned to her, please be aware that U.S. EPA may either destroy them or put them into long-term storage. If I do not hear from you by May 31, 1999, about this issue, U.S. EPA will conclude that your client is waiving any ownership interest she has in these documents and that she has no objection to U.S. EPA's destroying these documents.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
CERCLA SECTION 122(h)(1) AGREEMENT  
FOR RECOVERY OF PAST RESPONSE COSTS AT  
THE MOSCHIANO PLATING COMPANY, INC., SITE  
CHICAGO, ILLINOIS

CERCLA SECTION 122(h) (1) AGREEMENT  
FOR RECOVERY OF PAST RESPONSE COSTS AT  
THE MOSCHIANO PLATING COMPANY, INC., SITE

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**CERCLA SECTION 122(h) (1) AGREEMENT FOR  
RECOVERY OF PAST RESPONSE COSTS AT  
THE MOSCHIANO PLATING COMPANY, INC., SITE**

IN THE MATTER OF:	)	AGREEMENT FOR RECOVERY
	)	OF PAST RESPONSE COSTS
MOSCHIANO PLATING COMPANY, INC.	)	
CHICAGO, COOK COUNTY, ILLINOIS	)	U.S. EPA Region 5
	)	CERCLA Docket No. V-W-99-AO-10
ESTATE OF FRANK B. MOSCHIANO	)	
SETTLING PARTIES	)	PROCEEDING UNDER SECTION
	)	122(h) (1) OF CERCLA
	)	42 U.S.C. § 9622(h) (1)

**I. JURISDICTION**

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h) (1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h) (1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. In accordance with EPA Delegation No. 14-14-D, the Region 5 Regional Administrator re-delegated the authority to the Director, Superfund Division, Region 5.

2. This Agreement is made and entered into by EPA and the Settling Parties as defined in Paragraph 10. Each Settling Party consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

**II. BACKGROUND**

3. This Agreement concerns the Moschiano Plating Company, Inc. Site ("Site") located at 2808-2824 West Lake Street, Chicago, Illinois. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. Moschiano Plating Company, Inc. conducted plating operations which included nickel, copper, brass and chromium plating. The company generated hazardous wastes of plating sludges, buffing dust and spent solvents. The United States performed a fund-lead removal action associated with the on-site storage and effective abandonment of hazardous waste.

5. In performing this response action, EPA incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred at or in connection with the Site.

7. The Regional Administrator of EPA Region 5, or his/her delegatee, has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000, excluding interest.

8. EPA and Settling Parties desire to resolve Settling Parties' alleged civil liability for Past Response Costs without litigation and without the admission or adjudication of any issue of fact or law.

### III. PARTIES BOUND

9. This Agreement shall be binding upon EPA and upon the Settling Parties as defined in Paragraph 10. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

### IV. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

f. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

g. "Parties" shall mean EPA and the Settling Parties.

h. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through June 1, 1998, plus accrued Interest on all such costs through such date.<sup>1</sup>

i. "Section" shall mean a portion of this Agreement identified by a roman numeral.

j. "Settling Parties" shall mean (1) the Estate of Frank B. Moschiano, (2) Josephine S. Moschiano, individually and as the Executor of the Estate of Frank B. Moschiano, and (3) the heirs, successors and assigns of the property in the Estate of Frank B. Moschiano.

k. "Site" shall mean the Moschiano Plating Company Superfund site, encompassing approximately 0.42 acres, located at 2808-2824 West Lake Street in Chicago, Cook County, Illinois, and designated by the following property description:

PARCEL 1:

LOTS 12, 13, 14 and 15 in Francis B. Littles Resubdivision of Lots 25 to 32 inclusive and vacated South 10 feet of 30 foot alley lying North of and adjoining said lots in Subdivision of Block 14 in Lee and others Subdivision of South West Quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian,

also

PARCEL 2:

LOTS 28, 29, 30 and 31 in Graydon and Lawsons Subdivision of Block 15 in David S. Lee and others Subdivision of the South West Quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

l. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

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<sup>1</sup> Past Response Costs include direct and indirect costs incurred for and related to the removal action described in the action memorandum for the Site dated September 17, 1997.

**V. REIMBURSEMENT OF RESPONSE COSTS**

11. The Settling Parties will pay response costs in the following manner:

a. Within 30 days of the effective date of this Agreement, the Settling Parties shall pay to the EPA Hazardous Substance Superfund \$39,750 in reimbursement of Past Response Costs.

b. The Settling Parties shall also use their best efforts to sell the Site and pay to the EPA Hazardous Substance Superfund the proceeds from the sale of the Site minus reasonable fees incurred to sell the Site.

12. Payments shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number B515, and the EPA docket number for this action, and shall be sent to:

EPA Superfund  
U.S. Environmental Protection Agency  
Region 5  
P.O. Box 70753  
Chicago, Illinois 60673

13. At the time of payment, each Settling Party shall send notice that such payment has been made and one copy of the check to:

Jacqueline Kline  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard (C-14J)  
Chicago, Illinois 60604

**VI. FAILURE TO COMPLY WITH AGREEMENT**

14. In the event that any payment required by Paragraph 11 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

15. If any amounts due to EPA under Paragraph 11 are not paid by the required date, Settling Parties shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14, \$100 per violation per day that such payment is late.

16. If Settling Parties do not comply with notification requirements contained in Paragraphs 36, 37 and 38, Settling Parties shall pay to EPA, as a stipulated penalty, \$100 per violation per day of such noncompliance.

17. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Section shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 12 and 13.

18. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

19. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

20. The obligations of Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

21. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

#### **VII. COVENANT NOT TO SUE BY EPA**

22. Except as specifically provided in Paragraph 23 (Reservations of Rights by EPA), EPA covenants not to sue Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Reimbursement of Response Costs) and Section VI, Paragraphs 14 (Interest on Late Payments), 15 (Stipulated Penalty for Late Payment) and 16 (Stipulated Penalty for Failure to Notify). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

### VIII. RESERVATIONS OF RIGHTS BY EPA

23. The covenant not to sue by EPA set forth in Paragraph 22 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

24. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

### IX. COVENANT NOT TO SUE BY SETTLING PARTIES

25. Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

26. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

**X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

27. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

29. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

30. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

31. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 22.

# **XI. RETENTION OF RECORDS**

32. Until 3 years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

33. After the conclusion of the document retention period in the preceding Paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Settling Parties shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor.

34. By signing this Agreement, each Settling Party certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Party regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

**XII. NOTICES AND SUBMISSIONS**

35. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

**As to EPA:**

Jacqueline Kline  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard (C-14J)  
Chicago, Illinois 60604

**As to Settling Parties:**

Executor of Estate of Frank B. Moschiano  
c/o Christopher Nowotarski, Esq.  
Stone, Pogrud & Korey  
221 North LaSalle Street  
32nd Floor  
Chicago, Illinois 60601

36. The Settling Parties must notify EPA at least 10 days before the Settling Parties extend an offer to sell or accept an offer to buy the Site as defined in Paragraph 10.

37. The Settling Parties must notify EPA at least 10 days prior to filing an insurance claim for an insurance policy that provided coverage for the Site or for Moschiano Plating Company, Inc. The Settling Parties must also notify EPA within 10 days of receipt of any proceeds paid to the Settling Parties for an insurance policy that provided coverage for the Site or for Moschiano Plating Company, Inc.

38. The Settling Parties must notify EPA within 10 days of receipt of any payments made on accounts receivable for Moschiano Plating Company, Inc.

**XIII. INTEGRATION/APPENDICES**

39. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement:

Appendix A Federal Register Notice of Proposed Cost Recovery Settlement Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act.

Appendix B Federal Register Notice Responsiveness Summary<sup>2</sup>

**XIV. PUBLIC COMMENT**

40. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

**XV. EFFECTIVE DATE**

41. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 40 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: \_\_\_\_\_

William E. Muno, Director  
Superfund Division, Region 5

4/9/99  
Date

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<sup>2</sup> The Federal Register Notice Responsiveness Summary will be attached as Appendix B after the 30 day public comment period outlined in Paragraph 40 expires.

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of U.S. EPA docket number V-W-99-AO-10 , relating to the Moschiano Plating Company, Inc. Site, located at 2808-2824 West Lake Street, Chicago, Cook County, Illinois:

FOR SETTLING PARTY: Josephine S. Moschiano, Individually and as  
Executor of the Estate of Frank B. Moschiano

By: Josephine S. Moschiano  
Josephine S. Moschiano, Individually and  
as Executor of the Estate of Frank B. Moschiano  
1402 Cedar Lane  
Mount Prospect, Illinois 60056

7/27/98  
Date

## **APPENDIX A**

#### 4. Virginia Scrap Iron and Metal Company, Inc.

These four parties collectively have agreed to pay \$10,341.37 to the Hazardous Substances Trust Fund subject to the contingency that EPA may elect not to complete the settlement if comments received from the public during this comment period disclose facts or considerations which indicate the proposed settlement is inappropriate, improper, or inadequate. Monies collected from the *de minimis* parties will be applied towards past response costs incurred at or in connection with the Site. Out of such amount \$937.90 will be paid directly to the Department of Interior for natural resources damages. The settlement includes a premium to cover the risk of cost overruns or increased costs to address conditions at the Site previously unknown to EPA but discovered after the effective date of the Consent Order. EPA is entering into this agreement under the authority of sections 107 and 122(g) of CERCLA, 42 U.S.C. 9607 and 9622(g). Section 122(g) authorizes early settlements with *de minimis* parties to allow them to resolve their liabilities at Superfund Sites without incurring substantial transaction costs. Under this authority, EPA proposes to settle with potentially responsible parties in connection with the C&R Battery Company, Inc. Superfund Site, each of whom is responsible for less than one percent of the volume of hazardous substance disposed of at the Site. The grant of a covenant not to sue for natural resources damages by the Department of Interior to those parties paying their share of such allocated costs is subject to agreement in writing by the Department of Interior pursuant to section 122(j) of CERCLA, 42 U.S.C. 9622(j). EPA issued a draft settlement proposal to the *de minimis* parties on September 4, 1998 and invited comments and challenges to the volumetric ranking. By September 23, 1998 the *de minimis* parties submitted executed certifications to the draft settlement proposal and did not elect to comment on either the draft proposal or the volumetric ranking summary.

The Environmental Protection Agency will receive written comments relating to this Agreement for thirty (30) days from the date of publication of this Notice. A copy of the proposed Administrative Order on Consent can be obtained from the Environmental Protection Agency, Region III, Office of Regional Counsel, 1650 Arch Street, Philadelphia, Pennsylvania, 19103 by

contacting Yvette Hamilton-Taylor at (215) 814-2636.

W. Michael McCabe,

Regional Administrator, Region III.

[FR Doc. 99-2050 Filed 1-27-99; 8:45 am]

BILLING CODE 6930-20-P

### ENVIRONMENTAL PROTECTION AGENCY

[FRL-6227-1]

#### Notice of Proposed Administrative Cost Recovery Settlement Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act

AGENCY: Environmental Protection Agency.

ACTION: Notice; request for public comment.

**SUMMARY:** In accordance with section 122(i) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), notice is hereby given of a proposed administrative cost recovery settlement under section 122(h)(1) of CERCLA concerning the Moschiano Plating Company, Inc., site at 2808-2824 West Lake Street, Chicago, Illinois ("Site"). The settlement resolves an EPA claim under section 107(a) of CERCLA against (1) the Estate of Frank B. Moschiano, (2) Josephine S. Moschiano, individually and as the Executor of the Estate of Frank B. Moschiano, and (3) the heirs, successors and assigns of the property in the Estate of Frank B. Moschiano. The settlement requires the settling parties to pay \$39,750 to the Hazardous Substances Superfund. The settlement also requires that the settling parties use their best efforts to sell the Site property and then pay to the Hazardous Substances Superfund the proceeds of that sale minus reasonable fees incurred to sell the Site. Additionally, in future the settling parties must notify EPA if certain events occur: (1) if the settling parties offer to sell, or accept an offer to sell, the Site property; (2) if the settling parties file an insurance claim or receive payment on an insurance claim related to the Site or Moschiano Plating Company, Inc.; and (3) if the settling parties receive payments on any accounts receivable for Moschiano Plating Company, Inc.

For thirty (30) days following the date of publication of this notice, the Agency will receive written comments relating to the settlement. The Agency will consider all comments received and may modify or withdraw its consent to the settlement if comments received

disclose facts or considerations which indicate that the settlement is inappropriate, improper, or inadequate. The Agency's response to any comments received will be available for public inspection at the Superfund Records Center, located at 77 West Jackson Boulevard, Seventh Floor, Chicago, Illinois 60604.

**DATES:** Comments must be submitted on or before March 1, 1999.

**ADDRESSES:** The proposed settlement and additional background information relating to the settlement are available for public inspection at the Superfund Records Center, located at 77 West Jackson Boulevard, Seventh Floor, Chicago, Illinois. A copy of the proposed settlement also may be obtained from the Superfund Records Center, located at the address above, or by contacting Jacqueline Kline at telephone number 312/886-7187. Comments should reference the Moschiano Plating Company, Inc., Site, Chicago, Illinois, and EPA Docket No. V-W-99-AO-10 and should be addressed to Jacqueline Kline, Associate Regional Counsel, 77 West Jackson Boulevard (C-14J), Chicago, Illinois 60604.

**FOR FURTHER INFORMATION CONTACT:** Jacqueline Kline, Associate Regional Counsel, at the address and telephone number listed above.

Dated: January 13, 1999.

James Mayka,

Acting Director, Superfund Division, Region 5.

[FR Doc. 99-2049 Filed 1-27-99; 8:45 am]

BILLING CODE 6930-20-P

### FEDERAL COMMUNICATIONS COMMISSION

#### Public Information Collection Approved by Office of Management and Budget

January 20, 1999.

The Federal Communications Commission (FCC) has received Office of Management and Budget (OMB) approval for the following public information collection pursuant to the Paperwork Reduction Act of 1995, Pub. L. 104-13. An agency may not conduct or sponsor a collection of information unless it displays a currently valid control number. Notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information subject to the Paperwork Reduction Act (PRA) that does not display a valid control number. Questions concerning the OMB control numbers and

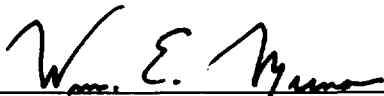
## **APPENDIX B**

## APPENDIX B

### FEDERAL REGISTER NOTICE RESPONSIVENESS SUMMARY

Section 122(i) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. § 9622(i), requires EPA to publish in the Federal Register a notice of any proposed administrative settlements under Section 122(h) of CERCLA, 42 U.S.C. § 9622(h). Section 122(i) of CERCLA also provides that, for a period of thirty days beginning on the date of publication of the notice, persons who are not parties to the proposed settlement may file written comments relating to the proposed settlement. Section 122(i) further requires EPA to consider any comments filed during the thirty-day period, and permits EPA to withdraw or withhold consent to the proposed settlement if comments disclose facts or considerations indicating that the proposed settlement is inappropriate, improper, or inadequate.

In accordance with Section 122(i) of CERCLA, EPA published notice of a proposed administrative settlement, EPA Docket No. V-W-99-AO-10, concerning the Moschiano Plating Company, Inc., Site located in Chicago, Cook County, Illinois, in the Federal Register on January 28, 1999 (64 Federal Register 4420). EPA did not receive any written comments on the proposed settlement during the thirty-day period. Therefore, the proposed settlement agreement is final and effective upon the date the settlement agreement and this Responsiveness Summary is signed by the Director of the Superfund Division, Region 5. In accordance with Paragraph 11 of Section V (Reimbursement of Response Costs) of the settlement agreement, payment is due within 30 days of the date of signature of this Responsiveness Summary.



William E. Munro, Director  
Superfund Division, Region 5

4/9/99  
Date